

Where builders are also owners, notice prescribed by this section need not be given. *Real Estate Co. v. Phillips*, 90 Md. 524. *Cf. Richardson v. Saltz*, 127 Md. 390.

This section will be construed in connection with sec. 19, and a claim which in designating owner under sec. 19 used one of terms permitted thereby is not defeated because notice under this section uses the alternative term. The object and policy of this section. *Shryock v. Hensel*, 95 Md. 624.

A contractor held not to have been the agent of owners, and former having bought materials, the notice prescribed by this section was required. A letter from material man to owner held not to amount to notice. The right of material man to a lien does not depend on, and is not affected by, question of whether owner has money in his hands due builder, nor whether former has performed his contract with latter. The ruling that notice required by this section is unnecessary where owners are also builders does not apply if owners, who later become builders, are not original purchasers of material. *Richardson v. Saltz*, 127 Md. 392.

A material man may not keep alive or revive his right to a lien by furnishing materials outside of, and in addition to, those contemplated by a contract, or under a separate contract, after first contract has been performed. *Brunt v. Farinholt Co.*, 121 Md. 132.

Object of the notice to owner. The material man's right to lien is not affected by whether owner has money in his hands due builder, or whether former has performed his contract with latter. *Treusch v. Shryock*, 51 Md. 171. And see *German, etc., Church v. Heise*, 44 Md. 473; *New England, etc., Co. v. B. & O. R. R. Co.*, 11 Md. 90.

The obligation of complying with this section is imperative, and intention is that notice shall be served personally upon owner whenever that can be done. Place of residence of owner passed upon. *Hill v. Kaufman*, 98 Md. 251.

If after a contract is completed, goods are delivered by a material man for purpose of extending time within which notice may be served on the owner, lien is invalid. *Greenway v. Turner*, 14 Md. 304. And see *Heath v. Tyler*, 44 Md. 317.

The notice is not amendable under sec. 32, after the expiration of the sixty days. *Kenly v. Sisters of Charity*, 63 Md. 311.

While lien may be enforced if this section is complied with, the law raises no *assumpsit* as between owner and claimant. *Kees v. Kerney*, 5 Md. 421.

The notice required by this section, held to have been given. *Wilson v. Simon*, 91 Md. 4; *Hensel v. Johnson*, 94 Md. 735.

This section held inapplicable because contract was made with owner and not with contractor. *First Nat'l Bank v. White*, 114 Md. 615; *Rust v. Chisholm*, 57 Md. 383; *Miller v. Barroll*, 14 Md. 174; *Wilhelm v. Roe*, 158 Md. 624.

Cited but not construed in *Blake v. Pitcher*, 46 Md. 465; *Pue v. Hetzell*, 16 Md. 549; *Shoop v. Powles*, 13 Md. 309; *Md. Casualty Co. v. Lacios*, 121 Md. 688.

See notes to secs. 10, 12, 16 and 23.

An. Code, 1924, sec. 12. 1912, sec. 12. 1904, sec. 12. 1888, sec. 12. 1845, ch. 176, sec. 2. 1939, ch. 754, sec. 12.

12. If such notice can not be given on account of absence or other causes, the claimant or his agent may, in the presence of a competent witness and within sixty days, place said notice upon the door or other front part of said building and shall file a claim with the clerk of the circuit court for the county or the circuit court of Baltimore City, as the case may be, as hereinafter mentioned.

This section does not give claimant an option, but can only be availed of when it is proven that notice required by sec. 11 is impracticable. Held that claimant was not entitled to resort to this section. *Hill v. Kaufman*, 98 Md. 251; *Hensel v. Johnson*, 94 Md. 735; *Kenly v. Sisters of Charity*, 63 Md. 309.

The notice prescribed by this section should be addressed to person for whom it is intended, owner or his agent, naming him. *Hensel v. Johnson*, 94 Md. 736; *Kenly v. Sisters of Charity*, 63 Md. 310.

An. Code, 1924, sec. 13. 1912, sec. 13. 1904, sec. 13. 1888, sec. 13. 1845, ch. 287, sec. 8.

13. In all cases in which a contractor or builder of a house shall have purchased materials or contracted for work and the party with whom such contract was made shall have given notice as required in the two preceding sections to the owner of such building; it shall be lawful for the owner to retain from the cost of such building the amount which he may ascertain to be due to the party giving such notice; and in case any lien be laid by the party giving such notice and be also laid by the contractor or